

# EXHIBIT “4”

ASSUMPTION AGREEMENT WITH RELEASE

WHEREAS Fidelity Savings Association of Kansas, fsb

LOAN # \_\_\_\_\_

Loaned Dan Ray Heidemann and Linda Heidemann Borrowers the sum of One Hundred Eleven Thousand Five Hundred Eight Dollars and no cents (\$111,508.00), evidenced by Note and Deed of Trust dated November 17, 1993 and recorded in Book , Page in Clark County, Nevada. WHEREAS, said borrowers have sold said property to the undersigned Purchasers and said Purchasers desire to assume and agree to pay said indebtedness and perform all the obligations under said loan Contract, and said Borrowers desire to be released there from, and Fidelity Savings Bank A/K/A Fidelity Savings Association of Kansas, fsb is willing to accept said assumption and release said original Borrower. THEREFORE, for and in consideration of the Fidelity Savings Bank extending to Purchasers the credit terms originally granted to original Borrowers and other good and valuable considerations, the undersigned Purchasers hereby assume and agree to pay the indebtedness evidenced by said note and mortgage and perform all of the obligations provided therein, it being agreed and understood that as of this date said indebtedness is: One Hundred Seven Thousand Two Hundred Ninety Four Dollars and 91/100 (\$107,294.91) and that the interest rate shall be 7.000% per annum, and that the monthly payments shall be made beginning the 1st day of October, 1996, in the sum of Seven Hundred Forty One Dollars and 87/100 (\$741.87) per month to be applied first to interest and the balance to principal (including future adjustments as described in the note) until said indebtedness is paid in full and that, in addition, said Purchasers will pay the sum of One Hundred Ten Dollars and 18/100 (\$110.18) estimated to be sufficient to pay taxes and insurance on said property, which estimate may be revised, making a total current payment of Eight Hundred Fifty Two Dollars and 05/100 (\$852.05) per month, and that Purchasers hereby assume and will abide by and perform all terms and conditions of said note, and the undersigned Fidelity Savings Bank, Servicing Agent hereby releases and discharges said original borrowers upon their obligation upon said indebtedness.

This assumption by said Purchasers is joint and several and shall bind them, their heirs, personal representatives, successors and assigns.

If the buyer signing this document differs from that of the Financial Statement, this assumption will be null and void.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument, this 25th day of Sept., 1996

  
Buyer Name

\_\_\_\_\_  
Seller Name

Melani Schutte  
Buyer Name

\_\_\_\_\_  
Seller Name

FIDELITY SAVINGS BANK, SERVICING AGENT

BY: 

# ASSIGNMENT OF RESERVES

RE: 5524 Rock Creek Lane, Las Vegas, NV 89130  
PROPERTY ADDRESS

WE, THE FORMER OWNERS OF PROPERTY KNOWN AND DESCRIBED AS FOLLOWS:  
See Attached

LEGAL DESCRIPTION

DO HEREBY ASSIGN TO THE NEW OWNER, TO WHOM WE HAVE GIVEN A DEED, NAMED

WILLIAM R. SCHULTE  
BUYER NAME  
William R. Schulte

MELANI SCHULTE  
BUYER NAME  
Melani Schulte

ALL OF OUR RIGHT, TITLE AND INTEREST TO ANY FUNDS, MONEYS OR DEPOSITS FOR FHA INSURANCE, HAZARD INSURANCE AND TAXES WE NOW HAVE ON DEPOSIT WITH FIDELITY SAVINGS ASSOCIATION OF KANSAS FSB WHO IS THE SERVICING AGEN FOR THE HOLDER OF A MORTGAGE DEBT AGAINST THE ABOVE DESCRIBED PROPERTY.

Dan Hest  
SELLER SIGNATURE

Linda Heiderman  
SELLER SIGNATURE

DATED AT Las Vegas, NV  
THIS 16th DAY OF August 19 96

SELLERS FORWARDING ADDRESS (MUST BE COMPLETED)  
Wm R. & Melani Schulte  
6010 Smoke Ranch  
Las Vegas, NV 89108